

CHAPMAN AND CUTLER

a partnership including professional corporations

Theodore S. Chapman
1877-1943
Harry E. Cutler
1879-1959

RECORDATION NO. 8504-I

111 West Monroe Street, Chicago Illinois 60603

Telex 200281

FAX 312/701-2361

Telephone 312/845-3000

NOV 15 1988-9 12 AM

8-320A014

NOV 15 1988

13.00

INTERSTATE COMMERCE COMMISSION

Honorable Noreta R. McGee, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

2 North Central Avenue
Phoenix Arizona 85004
(602) 255-1000

100 Peachtree Street, N.W.
Atlanta Georgia 30303
(404) 420-1420

50 South Main Street
Salt Lake City, Utah 84141
(801) 533-0000

Dear Ms. McGee:

Enclosed for recordation under the provisions of 49 USC 11303(a) are two original counterparts of a Release of Amended Security Agreement dated September 29, 1988. The Amended Security Agreement to which said Release relates is dated August 9, 1984 and was filed with your office on August 13, 1984 and given Recordation No. 8504-E. Said Release covers all of the railroad equipment covered by said Security Agreement. Said Release is a secondary document.

The name and address of the party is:

Secured party: Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60697

The undersigned is the attorney for the Secured Party (for ICC filing purposes) mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return one counterpart of the Release of Security Agreement to Larry Elkins, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$13.00 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

"Full Release" of Continental Illinois National Bank

Very truly yours,

CHAPMAN AND CUTLER

By

Larry Elkins
Larry Elkins
ICC Filing Attorney
for Secured Party

8504-I
Continental Illinois National Bank

85-41-2
RECORDED NO. 85-41-2
FBI - CHICAGO

NOV 15 1988 9 40 AM

RELEASE

INTERSTATE COMMERCE COMMISSION

THIS RELEASE, dated SEPTEMBER 19, 1988 is between MERCHANTS INVESTMENT CO. (the "Company") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Promissory Note of the Company dated August 6, 1984 in the principal amount of \$94,500.00 payable to the order of the Bank (the "Note"), the Company has incurred indebtedness to the Bank and to secure repayment of such indebtedness, the Company has executed and delivered the Amendment to Security Agreement (as described in Section 3 hereof);

WHEREAS, the Company has agreed to pay in full all of its indebtedness, liabilities and obligations to the Bank under the Note and the Amended Security Agreement; and

WHEREAS, the Bank has agreed to the termination of the Amended Security Agreement upon receipt of payment in full of all indebtedness, liabilities and obligations of the Company under the Note and the Security Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Receipt. The Bank hereby acknowledges receipt from the Company of full payment of all indebtedness and interest accrued to the date hereof under the Note and under any document or instrument executed and delivered pursuant thereto or in connection therewith. The Bank further acknowledges that no other indebtedness, liabilities or obligations are now due or owing by the Company to the Bank under the Note or under any document or instrument executed and delivered pursuant thereto or in connection therewith.

2. Agreement Termination. The Company and the Bank hereby acknowledge that (i) the Note and the respective obligations of the parties thereto, and (ii) the Amended Security Agreement, related thereto are hereby terminated effective as of the date hereof and shall no longer be of any force and effect.

3. Security Documents Termination. The Bank hereby releases all liens and security interests that it may have under the Amended Security Agreement and the Amended Security Agreement is hereby terminated effective as of the date hereof and shall no longer be of any force or effect. In furtherance of the foregoing, the Company may file this Release with the Interstate Commerce Commission to effect the release of the document described below:

Security
Document

ICC Recordation
Information

Amendment dated
as of August
9, 1984
(the "Amended Security
Agreement"), between the
Company and the Bank

Recordation No. 8504-E
August 13, 1984 at 2:55 p.m.

The Bank agrees that it will, upon the request of the Company, execute and deliver such further instruments or documents as may be reasonably necessary or desirable to accomplish the foregoing release of the Amended Security Agreement.

4. Agreement. The Company hereby: (a) releases the Bank, and its successors and assigns, from any and all claims which it or they may have, or which may hereafter arise in its or their favor, against the Bank for any failure of the Bank to have exercised reasonable care in the custody and preservation of any of the collateral under the Amended Security Agreement; and (b) agree to pay the fees and out-of-pocket expenses of counsel for the Bank in connection with the preparation, execution and delivery of this Release.

IN WITNESS WHEREOF, this Release has been duly executed as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: James A. Jamar

Title: VICE PRESIDENT

ATTEST:

By: Robert E. Egan

Title: Banking Officer

[CORPORATE SEAL]

MERCHANTS INVESTMENT CO.

By: J. Thomas Price

Title: PRESIDENT

ATTEST:

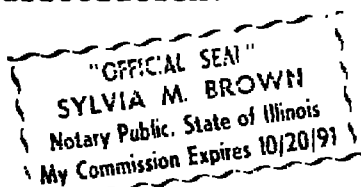
By: Donald P. Hich

Title: VICE PRESIDENT

[CORPORATE SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30TH day of SEPTEMBER, 1988, before me personally appeared BRUCE A. SIMONS, to me personally known, who being by me duly sworn, says that he is VIC PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



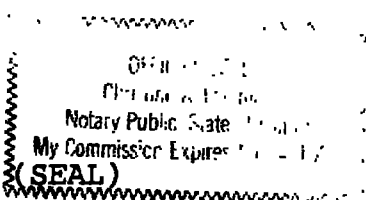
(SEAL)

Sylvia M. Brown
Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29TH day of SEPTEMBER, 1988, before me personally appeared THOMAS D. HICKS, to me personally known, who being by me duly sworn, says that he is PRESIDENT of MERCHANTS INVESTMENT CO., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and THOMAS D. HICKS acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(SEAL)

Sylvia M. Brown
Notary Public

My commission expires: 4-4-89

Office of the Secretary
October 4, 1976
Page 2

Lessee: Burlington Northern Inc.
176 East Fifth Street
St. Paul, Minnesota 55101

A general description of the equipment covered by the enclosed Conditional Sale Agreement, Agreement and Assignment, Lease of Railroad Equipment, and Assignment of Lease and Agreement is as follows:

- 20 3,000 HP Model SD-40-2 diesel locomotives
General Motors Corporation (Electro-Motive
Division), Builder, Burlington Northern Road
Nos. 6753-6772, inclusive.
- 10 3,000 HP Model C-30-7 diesel electric loco-
motives, General Electric Company, Builder,
Burlington Northern Road Nos. 5500-5509, in-
clusive.

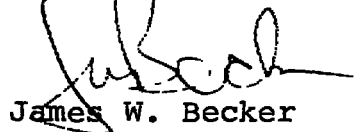
Each unit of the equipment described above will be plainly, distinctly, permanently and conspicuously marked on each side thereof in letters not less than one inch in height with the following legend:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT
FILED UNDER THE INTERSTATE COMMERCE ACT,
SECTION 20c."

Such equipment will also be lettered "Burlington Northern Inc.", "Burlington Northern", "BNI", or "BN", or in some other appropriate manner for the purpose of identification of the leasehold interest of Burlington Northern Inc. therein.

Enclosed is a check to your order for \$100 in payment of the recordation fee. Please stamp the recordation data of the Commission on the eight extra counterparts of each of the four documents and return them to the bearer of this letter.

Very truly yours,



James W. Becker

JWB:ed

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

10/5/76

OF THE SECRETARY

**James W. Becker
Burlington Northern
176 East Fifth St.
St. Paul, Minnesota 55101**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **10/5/76** at **11:45am** and assigned recordation number(s)

8505

8505-A

8505-B

8505-C

Sincerely yours,



**Robert L. Oswald
Secretary**

Enclosure(s)

**SE-30
(5/76)**